

**ASSUMPTION OF RISK, WAIVER OF  
LIABILITY, AND INDEMNIFICATION AGREEMENT**

Please read this carefully and ask questions if you do not understand.

I, PARTICIPANT/PARENT, fully understand and acknowledge that outdoor recreational activities, including without limitation, fishing at Ali'i Agriculture Farms (collectively the "Activities"), have inherent risks, dangers, and hazards. These inherent risks cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of the Activities and can be the cause of loss or damage to equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. The following describes some, but not all, of those risks:

1. Injury due to the improper or negligent use of fishing equipment.
2. Injury due to failure of Participant/Parent or another participant to be aware of others in close proximity.
3. Slipping or falling into the fishpond can result in personal injury or drowning.
4. Unexpected failure of the equipment.
5. Exposure to the natural elements can be uncomfortable and/or harmful. This exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps.

I am aware that my participation in fishing at Ali'i Agriculture Farms entails risks of injury or death to any participant. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I understand that Ali'i Agriculture Farms does not provide a lifeguard at the fishpond, nor does it employ staff with certified training in first aid, CPS, or AED.

**Assumption of Inherent Risks:** I, the PARTICIPANT/PARENT, have read the above paragraphs, and know that the activities contain inherent risks which vary with the activity. I am aware of the limits of my physical condition and skills level. I understand the types of injuries that may occur as a result of activities and their potential detrimental impact on my body, well-being and lifestyle. I, the PARTICIPANT/PARENT, hereby assert that my or my child's participation is entirely voluntary and that I knowingly accept and assume all inherent risks.

**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the property, facilities, equipment, and services owned or provided by Ali'i Agriculture Farms and/or Ali'i Turf Co. LLC, today and for a period of one year from the date of this agreement unless I revoke it sooner in writing, I the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns (collectively the "Releasing Parties"), do hereby release, waive, discharge, and covenant not to sue Ali'i Agriculture Farms and Ali'i Turf Co. LLC, and their respective owners, directors, officers, members, affiliates, employees, volunteers, independent contractors, equipment providers, and agents (collectively "Protected Parties") from liability from any and all claims arising from the ordinary negligence of the Protected Parties.

The agreement applies to (1) personal injury (including death) from incidents or illnesses arising from participation in Activities: and to (2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification Agreement:** I, the PARTICIPANT/PARENT, agree to hold harmless defend, and indemnify the Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees and related expenses) from any and all claims of the Releasing Parties arising from

any injury or loss during my participation at Ali'i Agriculture Farms (including claims arising from the inherent risks of the Activities of those arising from the ordinary negligence of the Protected Parties).

I further agree to hold harmless, defend, and indemnify the Protected Parties (that is, defend and pay any judgement and costs, including investigation costs, attorneys' fees and related expenses) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at Ali'i Agriculture Farms (including claims arising from the inherent risks of the Activities and those arising from the ordinary negligence of the Protected Parties).

While it is impossible to eliminate all possibility of injury, to enhance safety, Ali'i Agriculture Farms has set out as safety rules for all participants which are as follows:

1. No outside fishing gear or fish bait is allowed.
2. No running in the fishpond area.
3. Participants will stay in the designated fishing area and are not allowed in other areas of the farm.
4. No smoking
5. No alcoholic beverages.
6. Children 12 and under must be supervised by an adult at all times.
7. No swimming in the fishponds.

**Photo Use Release:** I, the PARTICIPANT/PARENT, hereby grant and authorize Ali'i Agriculture Farms and/or Ali'i Turf Co. LLC the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me to be used in and/or from legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submission to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of Ali'i Agriculture Farms and/or Ali'i Turf Co. LLC and will not be returned.

**Clarifying Clauses:** (1) I, the PARTICIPANT/PARENT, confirm that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Ali'i Agriculture Farms and/or Ali'i Turf Co. LLC and cannot be modified or changed in any way by representations or statements by any agent or employee of Ali'i Agriculture Farms and/or and cannot be modified or changes in any way by representations or statements by any agent or employee of Ali'i Agriculture Farms and/or Ali'i Turf Co. LLC or any other party. (2) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. (3) I also understand that the substantive laws of the State of Hawaii shall apply. (4) In the event of a dispute, I the PARTICIPANT/PARENT, agree to engage in good faith efforts to mediate a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at Ali'i Agriculture Farms shall be submitted to binding arbitration in accordance with the applicable rules of Dispute Prevention and Resolution then in effect.

Acknowledgement of Understanding: I, the PARTICIPANT have read this Agreement and understand that I am giving up substantial rights, including the right to sue under certain circumstances for damages in the event of death, injury, or loss. I, the PARTICIPANT, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by the laws of the State of Hawai'i.

_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date

**If Participant is a Minor, Parent/Guardian Must Read Below and Complete the following:**

Ali'i Agriculture Farms encourages you to stop by the facility and check us out for yourself. Your child must be properly registered in order to participate in Activities at Ali'i Agriculture Farms.

_____	_____
Printed Name of Child	Date of Birth
_____	_____
Printed Name of Child	Date of Birth
_____	_____
Printed Name of Child	Date of Birth
_____	_____
Printed Name of Child	Date of Birth

**Acknowledgement of Understanding:** I, the PARENT/GUARDIAN, have read this Agreement and understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue under certain circumstances for damage in the event of death, injury, or loss. I, the PARENT/GUARDIAN, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by the laws of the State of Hawaii. Additionally, I, the PARENT/GUARDIAN of a minor participant, assert that I understand and accept the risks of the activity on behalf of the minor participant, have explained the risks of the activity to my minor son or daughter and that he or she understand this Agreement and voluntarily agrees to the participate.

**Review and Sign Below:**

I hereby affirm that I am the parent or legal guardian of the identified minor child, and am legally authorized to bind the minor child to the terms of this agreement. I agree to be legally responsible for the acts of the minor child described herein. On behalf of me and the minor child, I agree to be bound by the terms of this agreement.

_____	_____	_____
Printed Name of PARENT or GUARDIAN	Signature of PARENT or GUARDIAN	Date